

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ANDRE WALLACE,

Case No.: 7:19-cv-09306-PMH

Plaintiff,

-against-

KIRSCHENBAUM & PHILLIPS, P.C.,
STEVEN L. ROSENTHAL,
JAMES P. SCULLY,
CADDIS FUNDING, LLC, and
INVESTINET LLC,

Defendants.

-----X

**AGREED ORDER OF DISMISSAL ONLY AS TO CADDIS FUNDING, LLC, and
INVESTINET LLC**

Plaintiff, ANDRE WALLACE, hereby voluntarily dismisses this action against Defendants CADDIS FUNDING, LLC, and INVESTINET LLC, with prejudice, and without costs, disbursements, or attorney's fees to either party as against the other pursuant to Fed.R.Civ.P. Rule 41(a)(2). Said Parties request that the Court retain jurisdiction to enforce the terms of the settlement between said parties. An executed faxed or scanned copy of this Agreed Order shall be deemed as a signed original.

SO ORDERED this 1st day of December, 2020.



Philip M. Halpern
United States District Judge

Ahmad Keshavarz

Ahmad Keshavarz, Esq.
The Law Office of Ahmad Keshavarz
Attorney for Plaintiff
16 Court St., 26th Floor
Brooklyn, NY 11241-1026
(718) 522-7900

November 30, 2020

DATED: _____

David Peltan

David G. Peltan, Esq.
Peltan Law, PLLC
Attorneys for Defendants
Caddis Funding, LLC and InvestiNet LLC
128 Church Street
East Aurora, New York 14052
(716) 374-5431

November 30, 2020

DATED: _____

**SETTLEMENT AGREEMENT BETWEEN ANDRE WALLACE AND DEFENDANTS
CADDIS FUNDING, LLC AND INVESTINET LLC.**

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is entered into on the date of the latest signature below by and between ANDRE WALLACE ("Plaintiff") and CADDIS FUNDING, LLC and INVESTINET, LLC ("Caddis Defendants"). Plaintiff and Settling Defendants are collectively the "Settling Parties".

1. Settling Defendants shall pay or cause to be paid \$37,725 by check(s) or by wire transfer (the "Settlement Funds") made payable to "Ahmad Keshavarz IOLA Trust Account." Plaintiff's counsel will provide instructions for wiring the Settlement Funds to his firm's IOLA Trust Account.
2. Caddis Defendants acknowledge receiving the W-9 of Ahmad Keshavarz. If Caddis Defendants issue or cause to be issued a 1099 in connection with this settlement, it will be issued solely in the name of Ahmad Keshavarz, and not in the name of Plaintiff.
3. The source of the Settlement Funds is Those Certain Interested Underwriters at Lloyds, London Subscribing to Professional Liability Errors and Omission Policy No. KMPL-0003-18 as issued in favor of Caddis Funding, LLC ("Underwriters") and Underwriters have not issued or caused to be issued a 1099 in prior settlements, and do not intend to do so in this instance. The term "Underwriters" includes AEGIS London.
4. Caddis Defendants shall deliver or cause to be delivered the Settlement Funds to Plaintiff's counsel within twenty-one days of their receipt of this agreement signed by Plaintiff.
5. Time is of the essence as to all provisions of this Agreement.
6. Plaintiff and Caddis Defendants shall sign and exchange the attached AGREED ORDER OF DISMISSAL AS TO ONLY CADDIS FUNDING, LLC and INVESTINET, LLC ("Dismissal Order"), no later than one week after clearance of the Settlement Funds. Any party may then file the Dismissal Order, and the Settling Parties will take any steps necessary for the Dismissal Order to be signed by the Court. The dismissal order will specifically state that the Court retains jurisdiction to enforce the terms of the settlement.
7. The Settling Parties hereby release and discharge each other and their heirs, executors, administrators, successors, predecessors, partners, members, shareholders, directors, officers, employees, insurers and assigns from any and all obligations, liabilities, damages, claims, causes of action, losses, damages, costs, sanctions, expenses and attorneys' fees of every kind and nature, in law or in equity, which the Settling Parties ever had, or now has, for, on account of, or by any reason of any action, transaction, occurrence, omissions, relationship, matter, cause or thing to the extent that they relate to the lawsuit entitled *Andre Wallace v. Kirschenbaum & Phillips, P.C., et al.*, No. 7:19-cv-9306 (PMH) venued in the United States District Court for the Southern District of New York, (the "Lawsuit") from the beginning of time to the date of the release.

8. Exclusion of Non-Settling Defendants. Notwithstanding ¶ 6 or any other provision of this Agreement, this Agreement specifically excludes any claims Plaintiff has or may have against the Non-Settling Defendants.¹ Notwithstanding any other provision of the Agreement, nothing in the Agreement or in the attached Dismissal is intended to release or offset, and shall not release or offset, Plaintiff's claims against the Non-Settling Defendants; or to prejudice Plaintiff's rights as to the Non-Settling Defendants.

9. This Agreement may be executed in counterparts and each such counterpart, together with the others, shall constitute one and the same instrument, and facsimile and electronic mail signatures herein shall be deemed to be original signatures for all purposes.

10. The Settling Parties agree that the court in which this action is pending shall have continued jurisdiction to enforce the terms of this settlement. This Settlement Agreement and all rights and obligations arising hereunder shall be construed in accordance with, and governed by the laws of, the State of New York as if entirely performed therein and without regard to any conflict-of-laws rules or principles.

11. This Settlement Agreement shall not be deemed an admission of any wrongdoing by any of the Settling Parties.

12. The Settling Parties represent and warrant that they will not and have not assigned or transferred or subrogated any interest in any of the claims which are the subject of this Agreement.

13. Should any provision of the Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be part of the Agreement.

14. All modifications to the Agreement must be in writing and signed by all Settling Parties.

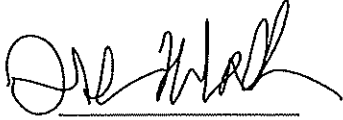
15. The signatories of this Agreement represent and warrant that they are authorized to execute this Agreement on behalf of Settling Parties for whom they are signing.

16. The Settling Parties intend that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by the Settling Parties and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed against any party.

17. These are all of the terms of the settlement.

¹ The term "Non-Settling Defendants" means Defendants KIRSCHENBAUM & PHILLIPS, P.C., STEVEN L. ROSENTHAL, JAMES P. SCULLY or, their respective predecessors-in-interest, successors-in-interest, assignors and assignees, including their respective officers, directors, partners, principals, and insurers.

AGREED:



ANDRE WALLACE
Plaintiff

Date: 11/05/2020

AGREED:

CADDIS FUNDING, LLC

DocuSigned by:

By: Howard Barnard
4ABE0B1D3C144F4...

Date: 11/30/2020

Printed name: Howard Barnard

Title: Member

AGREED:

INVESTINET, LLC

DocuSigned by:

By: Brice Smith
1B45BFB430E14E0...

Date: 11/30/2020

Printed name: Brice Smith

Title: CEO

VERIFICATION

I, Zoe Hill, being duly sworn, says:

I am the Claims Adjuster for AEGIS London, which subscribes to and is the lead underwriter with respect to Policy No. KMPL-0003-18 as issued by Those Certain Interested Underwriters at Lloyds, London ("Underwriters") to Caddis Funding, LLC.

The statements made in ¶ 3 of the Settlement Agreement are true and correct.

CERTAIN INTERESTED UNDERWRITERS AT LLOYDS, LONDON who
subscribe to policy no. KMPL-0003-18 as issued to Caddis Funding, LLC

By: Zoe Hill
Its: Claims Adjuster